

REMARKS

Entry of the foregoing and reconsideration of the subject application are respectfully requested in light of the amendments above and the comments which follow.

Claims 2-64 and 66-81 were pending in this application. In this response, claims 4, 7, 9, 11, 21, 23, 25, 27, 29, 39, 41, 43, 48, 60, 71, 74, and 80 are amended, claim 20 is canceled and claims 84-86 are added. Thus, claims 2-19, 21-64, 66-81, and 84-86 are pending.

Support for the foregoing amendments can be found, for example, in at least the following locations in the original disclosure: the original claims and the specification, page 7, lines 10-31.

REJECTIONS UNDER 37 C.F.R. § 112

Claims 4, 7, 9, 25, 29, 39, 41, 43, 60 and 74 stand rejected under 35 U.S.C. § 112, second paragraph, as being allegedly indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention for the reason presented at page 2 of the Official Action. Applicants amended the claims to eliminate phrases “for example” and “such as” rendering the rejection moot. Accordingly, Applicants respectfully request withdrawal of the rejection.

REJECTIONS UNDER 37 C.F.R. § 103

Claims 2-64, 66-75 and 79-81 stand rejected under 35 U.S.C. § 103(a) as being allegedly unpatentable over U.S. Patent No. 4,833,618 to Verma et al. (hereinafter “*Verma*”) in view of U.S. Patent Application Publication 2002/0018545 to Crichlow (hereinafter “*Crichlow*”) for the reasons presented at pages 3-8 of the Official Action.

Claims 11 and 48 each recite “wherein a product or service providing company may automatically interrupt the supply of services and products to the consumer-user through communication with the communication unit.” The Examiner admits that neither *Verma* nor *Crichlow* discuss a service provider being able to interrupt the service and product. However, the Examiner alleges that it would have been obvious to one of ordinary skill to code a control function in response to an emergency, abuses or tapering.

Applicants respectfully traverse the rejection. First, even if, *arguendo*, it would have been obvious for a service providing company to interrupt the supply of services and products to the consumer-user based on information obtained from the communication unit, there is no suggestion in the references that the service or products may automatically be interrupted through communication with the communication unit. For communication with the communication unit to automatically interrupt service or products, the communication unit must have control over the service or products. For example, the communication unit could be connected to safety switches on the individual appliances or valves to shut off flow of natural gas or water. In such an example, the communication unit would also include software enabling the communication unit to receive instructions from the communication center and control the switches or valves. This is different from the passive methods and systems taught by both *Verma* and *Crichlow*.

Verma merely discloses a method for the meter to be automatically read without the need for a person to be sent to the site of the meter. The RDU of *Verma*, allegedly equivalent to a “communication unit,” does not have any control over the amount of service or products provided. The RDU merely receives information from the sensors and accumulates and sends that information to a utility data processor. *See, e.g.*, cols. 9 and 10.

Crichlow discloses a method wherein the information obtained by a meter sensor is transmitted to a home computer. Allegedly this information obtained by the home computer is sent to the utility company, which accumulates information, formulates bills, sends the bills over the internet back to the home computer, and accepts payments over the internet from the home computer. See, e.g., col. 3, paras. 35 and 40. Further, *Crichlow* discloses that the system automatically determines the working status of the customer's electric, natural gas or water system over the internet during times of outages and other disaster related incidents. See, e.g., col. 3, para. 36. This would enable the utility company to be notified of a problem, but does not teach that the service or products could be automatically interrupted by communication with the communication unit. There is no discussion in *Crichlow* of safety switches or valves controlled by the home computer. The utility company would be notified of a problem and be able to fix it using traditional means of shutting off the electricity, natural gas or water, but not by merely communicating with the communication unit or home computer, at least because *Crichlow* describes no means for the home computer to affect the supply of service or products. The communication between the utility company and the home computer in *Crichlow* is merely to provide pricing information, a bill, and ability to pay the bill over the internet. The pricing could be used by a consumer-user to affect its usage, but no steps were involved to allow the utility company or the consumer-user to affect the usage automatically by communicating with the communication unit.

Therefore, both *Verma* and *Crichlow* fail to disclose "wherein a product or service providing company may automatically interrupt the supply of services and products to the consumer-user through communication with the communication unit" as recited in claims 11 and 48. Further, unlike the Examiner's allegation, automatic interruption of the supply of services

and products through communication with the communication unit requires more than merely coding software. First, one of ordinary skill in the art would have had to come up with the idea to use the communication unit as the means of interrupting service, which was discovered by Applicants. Second, one of ordinary skill in the art would have had to establish a system that links the communication unit to the supply of services and products, when the teachings of *Verma* and *Crichlow* merely disclose the communication unit only receiving information from meters with no other contact with the supply of services and products. Without any evidence to support such knowledge of ordinary skill in the art, the Examiner has impermissibly relied solely on Applicants' own disclosure for supporting the Examiner's conclusion of obviousness. Thus, for at least these reasons, no *prima facie* case of obviousness has been established.

Dependent claims 2-10, 12-19, 21-47, 49-64, and 85-86, which depend from claims 11 and 48, respectively, are also not obvious for at least reasons similar to those for claims 11 and 48. For at least these reasons the rejection should be withdrawn.

Further, claim 80 recites that the communication unit comprises "means for interrupting the supply of services and product to the consumer-user, if instructions are received for such an interruption from the communication center," and that the communication center comprises "means for creating and transmitting instructions to communication units to interrupt the supply of services and products to the consumer-user." Both *Verma* and *Crichlow* are silent to the communication unit comprising any "means for interrupting the supply of services and products to the consumer-user." For at least this reason and reasons similar to the method claims discussed above, no *prima facie* case of obviousness has been established for the system of claim 80.

Dependent claims 66-75, 79, 81 and 84, which depend from claim 80, are also not obvious for at least reasons similar to those for claim 80. For at least these reasons the rejection should be withdrawn.

Claims 76-78 stand rejected under 35 U.S.C. § 103(a) as being allegedly unpatentable over *Verma* in view of *Crichlow* and in further view of U.S. Patent No. 5,559,894 to Lubliner et al. (hereinafter "*Lubliner*") for the reasons presented at pages 8-9 of the Official Action.

Applicants respectfully traverse these rejections. Claims 76-78 each depend on claim 80. As presented above, both *Verma* and *Crichlow* at least fail to disclose or suggest a communication unit comprising "means for interrupting the supply of services and products to the consumer-user" as recited in claim 80. Therefore, for at least this reason *Verma* and *Crichlow* fail to teach all of the elements recited in claims 76-78. Accordingly, Applicants respectfully request withdrawal of the rejections.

CONCLUSION

From the foregoing, further and favorable action in the form of a Notice of Allowance is earnestly solicited. Should the Examiner feel that any issues remain, it is requested that the undersigned be contacted so that any such issues may be adequately addressed and prosecution of the instant application expedited.

Respectfully submitted,

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Date: July 30, 2009

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